

STATE MS.-DESOTO CO.
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This document prepared by:

Fairbanks Capital Corp.
3815 South West Temple
Salt Lake City, UT 84115When Recorded mail to:
Fairbanks Capital Corp.
P.O. Box 65250
Salt Lake City, UT 84165-0250.Loan # 0001566231
MARTIN, RUBY

(Space above this line for recorder use)

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, Companion Mortgage Corporation, a Delaware Corporation,

JP Morgan Chase Bank ("Assignor") hereby grants, assigns and transfers to
 Mortgage/Deed of Trust in the principal amount of \$55,250.00 dated 10/02/98 executed by
 Ruby Martin and Tela *, Trustor, and recorded as Instrument No in Book 1074 Page 0035 on
 of Official Records in the County Recorder's Office of De Soto, MS describing land therein
 as: *Dean, as joint tenants with full rights
 14240 Goodman Rd E, Olive Branch, MS 38654 of survivorship

Legal Description: See Exhibit "A"

TOGETHER with the note or notes therein described and secured thereby, the money due and to
 become due thereon, with interest, and all rights accrued or to accrue under said Mortgage/Deed of Trust
 including the right to have reconveyed, in whole or in part the real property described therein.

DATED: 07/13/2001

Fairbanks Capital Corp as attorney-in-
 fact for Companion Mortgage Corporation, a Delaware
 Corporation

Name:

Name:

Kristen M. Varnedoe

Assistant Secretary-Documents Control

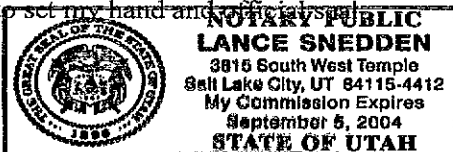
STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

PLEASE RECORD SECOND

On 7/13, 2001 before me, the undersigned, a Notary public in and for the County and State,
 personally appeared Kristen M. Varnedoe who represented that he/she is duly authorized to sign for said
 corporation and who acknowledged that he/she signed the foregoing instrument and that the same used
 his/her free and voluntary act and deed of said corporation. In testimony and witness whereof, I have
 hereunto set my hand and official seal.



Notary Public

SCHEDULE A - LEGAL DESCRIPTION

LAND SITUATED IN DESOTO COUNTY, MISSISSIPPI TO WIT:

A 1.545 acre tract, described as Beginning at the southwest corner of Section 28, T-1-S, R-5-W, Desoto County, Mississippi, said point being in the intersection of the centerline of Center-Hill Road and Goodman Road; 998.66 ft. to a P. K. Nail, thence Continuing along the centerline of Goodman Road, N-89 deg. 59 min. 36.9 sec. E, 196.23 ft. to a P. K. Nail; thence N. 0 deg. 20 min. 44 sec. W, 40.0 ft. to a point said point being the southeast corner of Lot 12 and being the true point of beginning of the hereafter described 1.543 acre tract; thence N 0 deg. 20 min. 44 sec. W, along the east line of lot 12, 251.94 ft. to an old 1 inch iron pipe; thence N 0 deg. 18 min. 35.8 sec W, along the east line of Lot 11, 105.31 ft. to a point; thence N 89 deg. 59 min. 38 sec. E, along the south line of Willie B. Crutcher Jr. 1.5 acre tract as recorded in Book 153, Page 175, 188.31 ft. to a point; thence S 0 deg. 20 min. 22.9 sec. E, along the west line of Lot 4, 357.25 ft. to a point; thence S 89 deg. 59 min. 36.9 sec. W, along the north line of Goodman Road (80.0 ft. right of way), 188.33 ft. to the point of beginning, containing 67,285.962 square ft. or 1.545 acres.

located in the Southwest Quarter!

BEING THE SAME PROPERTY CONVEYED TO GRANTOR, HEREIN BY QUIT CLAIM DEED OF RECORD AT BOOK 335, PAGE 650, IN THE REGISTER'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

FOR INFORMATION PURPOSES ONLY:

PROPERTY KNOWN AS: 14240 Goodman Road East

TAX I.D.NO.: 1058-2800-0027

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed as of November 19 1999, by COMPANION MORTGAGE CORPORATION, a company having an office at 4435 Main St., Suite 500, Kansas City, Missouri 64111 ("Companion"), appointing as attorney-in-fact FAIRBANKS CAPITAL CORP., a Utah corporation having an office at 3815 South West Temple, Salt Lake City, Utah 84115-4412 ("Fairbanks").

RECITALS:

A. Companion and Fairbanks are parties to certain servicing agreements ("Agreements"), pursuant to which Fairbanks, as successor servicer to Companion, will service certain mortgage loans listed in the Mortgage Loan Schedule attached to the Agreements ("Mortgage Loans").

B. In connection with Fairbanks' performance of such functions, Fairbanks has requested that Companion empower Fairbanks to execute certain documents on its behalf as further described herein.

NOW, THEREFORE, the parties agree as follows:

1. Companion hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Companion any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Agreements, in accordance with such Agreements, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Agreements; (ii) to execute documents on behalf of Companion in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Agreements; (iii) to execute on behalf of Companion any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Agreements and (iv) to execute on behalf of Companion any documents and agreements necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Agreements or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Agreements.

2. Companion represents that any bank, title company or other institution may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

3. Fairbanks hereby agrees to indemnify and hold Companion and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

4. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of Utah. To the extent permitted by other applicable law, the terms and provisions of this Limited Power of Attorney shall control in the event of any conflict between such terms or provisions.

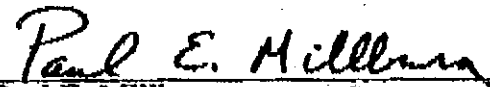
IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

COMPANION MORTGAGE CORPORATION

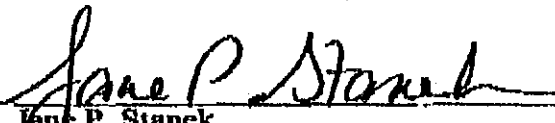

By: Bret G. Wilson
Title: President


By: Bernard J. Rhoads
Title: Assistant Vice-President


WITNESS:


Paul E. Millburg

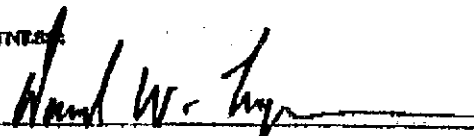
WITNESS:


Jane P. Stanek


FAIRBANKS CAPITAL CORP.


By: David R. Smoot
Assistant Secretary

WITNESS:


Daryl W. Lyman

WITNESS:


Carol A. Lynn

STATE OF GEORGIA)

: ss.

COUNTY OF Jackson)

On the 19 day of November 1999, before me, a Notary Public in and for said State, personally appeared BRET G. WILSON, BERNARD J. RHOADS, PAUL E. MILLBURG AND JANE P. STANEK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of December 19, 1999.

November

WITNESS my hand and official seal.

Elizabeth A. Dover
Notary Public

ELIZABETH A. DOVER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires: August 14, 2001

STATE OF UTAH)

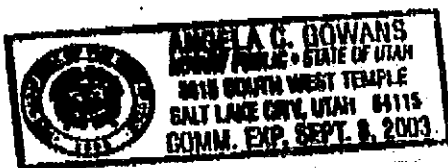
: ss.

COUNTY OF SALT LAKE)

On the 19 day of November 1999, before me, a Notary Public in and for said State, personally appeared DAVID E. SMOOT, DARYL W. LYMAN and CAROL A. LYNN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument as of December 19, 1999.

November

WITNESS my hand and official seal.



Angela C. Howans
Notary Public